



PATENT

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants : Kenneth H. Abbott et al.  
 Application No. : 09/825,159  
 Filed : April 2, 2001  
 For : THEMATIC RESPONSE TO A COMPUTER USER'S  
 CONTEXT, SUCH AS BY A WEARABLE PERSONAL  
 COMPUTER

Docket No. : 294438008US1

Commissioner for Patents  
 Washington, DC 20231

ELECTION UNDER 37 C.F.R. §§ 3.71 AND 3.73AND POWER OF ATTORNEY

Sir:

The undersigned, being Assignee of the entire interest in the above-identified application by virtue of an Assignment filed concurrently herewith, a copy of which is enclosed, hereby elects under 37 C.F.R. § 3.71, to prosecute the application to the exclusion of the inventors.

Assignee hereby appoints JERRY A. RIEDINGER, Registration No. 30,582; MAURICE J. PIRIO, Registration No. 33,273; MICHAEL D. BROADDUS, Registration No. 41,637; CATHERINE HONG TRAN, Registration No. 43,960; ROBERT G. WOOLSTON, Registration No. 37,263; PAUL T. PARKER, Registration No. 38,264; JOHN M. WECHKIN, Registration No. 42,216; CHRISTOPHER DALEY-WATSON, Registration No. 34,807; STEVEN D. LAWRENZ, Registration No. 37,376; JAMES A.D. WHITE, Registration No. 43,985; EDWARD S. HOTCHKISS, Registration No. 33,904; JAMES NICKELSON, Registration No. 46,140; STEPHEN E.

ARNETT, Registration No. 47,392; and DAVINA L. CHILDS, Registration No. 47,485, of Perkins Coie LLP, as the principal attorneys with full power of substitution, association, and revocation to prosecute said application, to transact all business in the Patent and Trademark Office connected therewith, and to receive the letters patent therefor. Please direct all correspondence to Customer Number 25096.

Bar Code:

**\*25096\***

**25096**

PATENT TRADEMARK OFFICE

Pursuant to 37 C.F.R. § 3.73, the undersigned duly authorized designee of Assignee certifies that the evidentiary documents have been reviewed, specifically the Assignment to Tangis Corporation filed concurrently herewith for recording, a copy of which is attached hereto, and certifies that to the best of my knowledge and belief, title remains in the name of the Assignee.

TANGIS CORPORATION

5/18/01

Date

Dan Newell  
President

CEO

JDW:SBR

Enclosure:

Copy of Assignment

## ASSIGNMENT

WHEREAS, we, Kenneth H. Abbott, Joshua M. Freedman, Dan Newell, James O. Robarts, and Johnson Apacible ("ASSIGNORS"), having post office addresses of 4216 – 107<sup>th</sup> Place N.E., Kirkland, Washington 98033; 3015 – 81<sup>st</sup> Place S.E., #104, Mercer Island, Washington 98040; 2623 Evergreen Point Road, Medina, Washington 98039; 17610 N.E. 31<sup>st</sup> Place, Redmond, Washington 98052; and P. O. Box 2258, Redmond, Washington 98073, respectively, are the joint inventors of an invention entitled "THEMATIC RESPONSE TO A COMPUTER USER'S CONTEXT, SUCH AS BY A WEARABLE PERSONAL COMPUTER," as described and claimed in the specification for which a continuation-in-part application for United States letters patent was filed on April 2, 2001, and assigned Application No. 09/825,159; this application is a continuation-in-part of pending U.S. Application No. 09/216,193, filed December 18, 1998; pending U.S. Application No. 09/464,659, filed December 15, 1999; and pending U.S. Application No. 09/724,902, filed November 28, 2000, which claims the benefit of provisional U.S. Application No. 60/194,006, filed April 2, 2000;

This application also claims the benefit of provisional U.S. Application No. 60/193,999, filed April 2, 2000, and provisional U.S. Application No. 60/194,123, filed April 2, 2000;

WHEREAS, Tangis Corporation ("ASSIGNEE"), a corporation of the State of Washington having a place of business at 1848 Westlake Avenue North, Seattle, Washington 98109, is desirous of acquiring the entire right, title, and interest in and to the invention and in and to any patents that may be granted therefor in the United States and in any and all foreign countries;

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNORS hereby sell, assign, and transfer unto ASSIGNEE, its legal representatives, successors, and assigns, the entire right, title and interest in and to the invention as set forth in the above-mentioned application, including any continuations, continuations-in-part, divisions, reissues, re-examinations, or extensions thereof, any other inventions described in the application, and any and all patents of the United States of America and all foreign countries that may be issued for the invention, including the right to file foreign applications directly in the name of ASSIGNEE and to claim priority rights deriving from the United States application to which foreign applications are entitled by virtue of international

convention, treaty or otherwise, the invention, application and all patents on the invention to be held and enjoyed by ASSIGNEE and its successors and assigns for their use and benefit and of their successors and assigns as fully and entirely as the same would have been held and enjoyed by ASSIGNORS had this assignment, transfer, and sale not been made.

UPON THE ABOVE-STATED CONSIDERATIONS, ASSIGNORS agree to not knowingly execute any writings or knowingly do any act conflicting with this assignment, and upon request will schedule time, to be compensated at the ASSIGNOR'S current billing rate and terms, or industry standard rates and terms, whichever is more favorable to the assignor, at the expense of ASSIGNEE, execute all instruments and documents and do such additional acts as are reasonable and necessary to perfect ASSIGNEE'S enjoyment of this grant, and render all reasonable and necessary assistance required for the making and prosecution of applications for United States and foreign patents on the invention, for litigation regarding the patents, or for the purpose of protecting title to the invention or patents therefor.

ASSIGNORS authorize and request the Commissioner of Patents and Trademarks to issue any Patent of the United States that may be issued for the invention to ASSIGNEE.

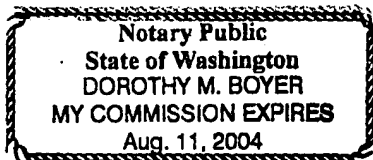
5/18/2001  
Date

Kenneth H. Abbott  
Kenneth H. Abbott

State of Washington )  
                                  ) ss.  
County of King )

I certify that I know or have satisfactory evidence that Kenneth H. Abbott is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated May 18, 2001  
Signature of Dorothy M. Boyer  
Notary Public  
Printed Name Dorothy M. Boyer  
My appointment expires August 11, 2004



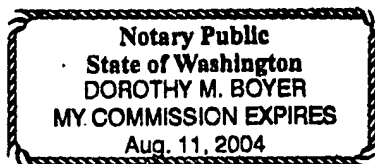
5/17/2001  
Date

Joshua M. Freedman  
Joshua M. Freedman

State of Washington     )  
                                      )  
County of King            )     ss.

I certify that I know or have satisfactory evidence that Joshua M. Freedman is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated May 17, 2001  
Signature of Dorothy M. Boyer  
Notary Public  
Printed Name Dorothy M. Boyer  
My appointment expires August 11, 2004



5/12/01  
~~5/16/01~~  
Date

  
Dan Newell

State of Washington )  
                                  ) ss.  
County of King )

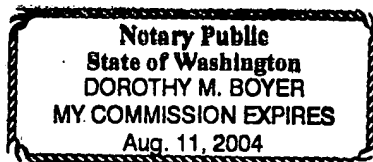
I certify that I know or have satisfactory evidence that Dan Newell is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated May 18, 2001

Signature of Notary Public 

Printed Name Dorothy M. Boyer

My appointment expires August 11, 2004



5/16/01

Date

*[Signature]*  
James O. Roberts

State of Washington )

)

ss.

County of King )

I certify that I know or have satisfactory evidence that James O. Roberts is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated

*May 16, 2001*

Signature of  
Notary Public

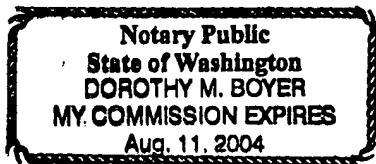
*Dorothy M. Boyer*

Printed Name

*Dorothy M. Boyer*

My appointment expires

*August 11, 2004*





5/18/2001

*[Signature]*  
Johnson Apacible

Date

Johnson Apacible

State of Washington )

)

ss.

County of King )

I certify that I know or have satisfactory evidence that Johnson Apacible is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated

May 18, 2001

Signature of  
Notary Public

*[Signature]* M. Boyer

Printed Name

Dorothy M. Boyer

My appointment expires

August 11, 2004

